

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 10 PAGES
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. D-4-D9-15-FR-A23 003	5. PROJECT NO. (If applicable)
6. ISSUED BY DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUREMENT BR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115 MATSCHKOWSKY, CHRISTINE 415-848-4737	CODE IRS0093B	7. ADMINISTERED BY (If other than Item 6) See Item 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Vendor ID: 00055905 TO ALL OFFERORS		(x)	9A. AMENDMENT OF SOLICITATION NO. TIRWR-04-R-00019
		X	9B. DATED (SEE ITEM 11) 08/26/2004
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is to disseminate questions and related responses.

The Proposal Due Date is extended to **October 7, 2004, 12 p.m. local time.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christine Matschkowsky, Contract Specialist
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SF30 CONTINUATION SHEET

The following is to be inserted in Section H.

H.16 SAFEGUARD OF TAXPAYER AND EMPLOYEE INFORMATION

This contract does not involve the disclosure of confidential tax or other taxpayer information. Any information of a confidential nature, tax records or employees files, that may be observable during the course of performance of duties under the contract shall not be perused for any reason. The contractor is responsible for ensuring that its employees shall not express, repeat, comment upon, disclose, or use in any way any information seen, observed or derived from documents or conversations of a sensitive or confidential nature overheard by them in the performance of their duties. The contractor shall comply with and assume responsibility for compliance of this provision by its employees. The contractor or any of its employees are subject to the provisions of 26 U.S. Code Section 7213(a)(3) regarding a fine of up to \$5,000, or imprisonment for not more than 5 years, or both, together with the cost of prosecution for conviction of misusing return and return information. The contractor shall make aware and inform each of its employees of these provisions.

RESPONSES TO QUESTIONS:

1. Paragraph 4.12. Is this article addressing “new hire” drug testing plan or random urinalysis of a certain percentage of the guard force over the course of the contract?

Response: - The paragraph addresses both. Initially, we want a schedule to initiate the drug test actions, and then we need additional schedules when new employees are hired, and on an annual basis for continual monitoring.

2. Exhibit 26 lists mileage per day estimate at 50 miles. Is a daily trip to the Tulare facility required during the peak 3 months—a one way distance of 50 miles or 100 round trip; and, does the 50 miles per day estimate include this? Can the IRS provide its expectations/requirements for daily patrol vehicle usage/routes?

Response: – The Tulare offsite guard is not covered by mileage. This will be their post of duty for the peak timeframe and will not be paid additional mileage for their trip. A standard mileage schedule cannot be provided. We expect shift supervisors to be more visible at the offsite locations and expect them to learn the systems and procedures at each building. This is obtained by making routine visits. Additional mileage is required when we have emergencies at offsite locations. Shift supervisors or designated response officer may be required to visit locations to check on safety of employees, secure buildings, meet and deal with emergency response teams such as the police department, etc.

3. The "Post Orders" Exhibit, page J-171, column MMM states that post 31 will provide relief for "breaks". Are these 10-100 (restroom) or lunch breaks or both? Is there a roving post that provides lunch breaks if not, or does the contract have to provide an "overhead-chargeable" relief officer for lunch breaks? If no relief officer is required, how do officers take their lunch breaks?

Response: Post 31 is a roving post and provides relief for the console guard, Post 30, for all breaks. Restroom, lunch, and break. Post 31 provides his/her own relief during breaks and lunches.

4. The training exhibits and solicitation paragraphs (3.5 and 3.6) seem to indicate that training is a "one time" proposition for all but CPR/Weapons Quals. Is it IRS's intent that no "refresher skills" training be administered by the contractor?

Response: CPR must be renewed every year, Weapons Quals must be completed every 2 years, first aid renews every 3 years, and tactical training is every year. IRS conducts a 3 – 4 hour training before the officer begins work, and another 2 hour session every 3 years. This training reinforces the officers ability to write reports, analyze an emergency response, and perform other daily duties. It is the contractors responsibility to keep the officers trained and knowledgeable. This may require additional training at the contractors expense to ensure his officers are capable of performing their duties to the expectations of the contract.

5. Para 4.2.4 Supplementary Equipment lists 4 "D" cell metal flashlight; for safety reasons (a large flashlight can be used as a weapon against an officer), is a mini-mag flashlight considered acceptable for use on this contract?

Response: According to the Federal Protective Services handbook the uniform requirements indicate the type of flashlight identified. Other flashlights are not acceptable.

6. Guard mount. Please clarify the IRS's intent for Guard Mount. Does the IRS expect all officers coming on duty at each location to muster in one central location and then disperse? If so, what is the distance to the other Fresno locations (walking, driving). If not, is verbal pass down between on-coming/off-going officer and arming considered sufficient as "guard mount" for the posts/locations with only one officer assigned? At the FIRSC guard mount could be conducted with the exception of posts beginning at odd hours. To reduce the number of weapons required, and reduce cost to the government, guard mount could be conducted 0545 at the FIRSC with posts exchanging at 0600. (With exception of NW and NE gate).

Response: Guards at each building have a central location for the ammunition and gun safe. The weapons log, radio, and other equipment are also staged near the safe. Officers at offsite locations will pick up their equipment at their post of duty and will initiate a 1041 radio signal when entering on duty, and 1042 signal when leaving duty.

At the main complex, the safe and logs are all near the security console and officers pick up their equipment and sign in at that time. Pass down reports are prepared at all sites for officers to share information. Only at our Recruitment site will the officer pick up their equipment at the main complex. The officer is given 15 minutes at the beginning and end of his/her shift to pick up their weapon and get to the offsite location which is 3 minutes away.

7. Walk time. Is the IRS aware of walk time allow Nance for officers proceeding to and returning from posts at FIRSC (presumably not applicable to posts with one officer assigned)?

Response: Officers cannot leave their posts until properly relieved. Once relieved, the officer has adequate walk time provided by the contractor to reach his destination.

8. Does the 40 hour California state security officer permit training and 14 hour weapons qualification training (taught by numerous academies in California) coincide with or satisfy the topics listed in the solicitation in Exhibit 4, or must additional hours be conducted to satisfy those listed? If contractors are paying for 54 hours of "state" training PLUS the IRS required training (which may be repetitive to state requirements), the government maybe overpaying these costs. Please clarify the intent of Exhibit 4 training requirements.

Response: Section L – Firearms Safety Handling: This training is in addition to the California State training to acquire guard permits and gun permits. Because of the serious nature of weapon handling, we require that each officer get onsite training about the use, and maintenance of their gun. The training should be site specific; use of the gun barrel, cleaning materials, safe locations, sign-in/sign-out logs, use on government property, etc.

9. Exhibit 4 training presented by the contractor; is this training for the new hire only too? If yes, how many hours for each new hire? What is the refresher training for the current employees? How may hours for each employee?

Response: See number 4 above.

10. How may firearm training hours each year for each employee?

Response: As dictated by the State of California to retain their weapons permit.

11. What course of fire will be used for the firearms qualification?

Response: The firing course is the contractors choice, however, it must provide the qualifications to meet the State of California weapons training.

12. The pre-bid conference indicated that K9 officers are expected to perform guard duties when not doing K9 duties. Can the IRS clarify this in light of the fact that K9 officers are NOT part of the union and conflict will arise as to what is considered union slots/jobs and what is not. Or does this requirement pertain to assignment of K9 officers to guard posts if K9 hours are reduced or not required (such as on weekends). (That also has potential for conflict with Union.)

Response: IRS requests that canine officers maintain the same credentials as regular officers for emergencies and relief situations. Example: Due to the variety of truck schedules, an EDDT will frequently have no incoming trucks or mail receipts to search. During those lapse times they conduct perimeter patrols. If the EDDT should encounter a security vulnerability the officer will be requested to handle the situation, calling for back-up from other officers if needed. During

emergency situations such as a bomb threat, we may require the EDDT to take a post, or stand by to secure the perimeter. If IRS were to lose funding for guard posts, the canine officers, who will still be on payroll, will be available to cover a post and provide the necessary security. In all cases, we would like the EDDT to have the same credentials as other armed officers. Canine training, testing, and mail search will be their main priority.

13. What type of plan is the Government seeking with regards to Guard Mount and Walk time requirements?

Response: See above questions.

14. Section 1.2. "EDD handlers will also perform the non-EDDT guard duties during non-peak hours and in between deliveries as directed by the shift Supervisor, WWS Project Manager, or the IRS Chief of Security and/or COTR. These duties include but are not limited to, working any other established guard post or contingency post as necessary."

Our concern is, when it is non-peak hours the EDD Handlers are not just sitting around. Instead they are busy working with training the K-9 and creating a stronger bond between K-9 and handler.

I also feel that it is not in the best interest of the IRS to have a Guard positioned at a post where he was not specifically trained. You wouldn't ask the guard to be a K-9 handler, so why are you asking a K-9 handler be a guard?

Response: See above answer # 12.

15. Amendment #3, Question & Answer #13. Paragraph 3.8.1 states, "If the EDDT is located off-site, response to the incident location shall be within 30 minutes from the time of notification." Paragraph 6.2.1 states, "The Government reserves the right to randomly test the Contractor's response time."

QUESTIONS: (1) Does the IRS expect a canine team to respond at anytime within 30 minutes, which includes even when the team is not on duty? (2) Is it IRS' intention to require a handler and dog to be on paid standby at all times? (3) Can the SOW be modified to clarify the 30 min, 24/7 response requirement?

Response: The EDD must be prepared to respond to any emergency call within 30 minutes / 24/7. Exceptions are made for traffic, trains, and other unforeseen circumstances. IRS reserves the right to test canine officers and guards on time responses and accuracy of that response.

My only concern to clarify respond. Does the response mean to be physically on-site within 30 minutes of an emergency? Or does response mean to have a phone call response made within 30 minutes of an emergency? To notify of the estimated time of arrival. The reason for this is: If a handler is out and without the K-9, he would have to go get the K-9 first, then come to the location of the emergency.

Response: We are requesting that the EDDT be on site within or close to the 30 minutes. If a suspicious package were identified, IRS may opt to evacuate until

the package could be identified. It is not feasible for IRS business units to lose production time for an extended period of time while waiting for the EDDT to arrive.

16. SECTION 2

2.3. Off-Peak periods begin on May 1, and extend through January 31 each year, with short peak spikes at the end of each calendar quarter. During this period, the Contractor is expected to provide EDDT services in support of daily postal deliveries at 12:00 am, 4:30 am, 12:45 pm, and 3:30 pm each day, Monday thru Friday. It is projected that services will be required 12 hours per day, five days per week for an anticipated total of 60 hours of service per week during off-peak periods, excluding Federal holidays, etc., as per SOW paragraphs 2.4 and 2.5 below.

Question: As outlined in the SOW, EDD coverage during off-peak periods will be maintained in order to capture **all** mail and parcels delivered by the U.S.P.S. and a host of common carriers. This encompasses a time span of 15.5 hours (2400-1530).

1. Would it be possible to merge the 2400 mail delivery and couple it with the 0430 mail delivery? If so, this modification would allow for coverage of ALL mail deliveries and would also assure coverage of all common carries that delivery during regular business hours. If this is not done, the hours from 0600-1000 remained uncovered, a time span where common carries often make deliveries. This modification would facilitate the requirements in Section 3. Paragraph 3.4. In the alternative, the coverage could be expanded from 12 to 16 hours per day allowing for total coverage from 2400-1600 hours.

Response: During non-peak periods the trucking schedule on Sunday is inconsistent, therefore, IRS does not require the EDDT to be onsite for an extended period of time. The actual delivery time is 0100 and may only require the EDDT to be at IRS for ½ hour to search the truck, and he/she can return home. When the Sunday truck is not scheduled due to lack of mail receipts, the canine officer will not report to duty at 0100. This is accomplished by a telephone call to IRS to determine mail volumes. When hours exceed the 12-hour day, IRS provides additional services funds for the work. This is contingent on available funds.

17. SECTION 3.3

Required Operational Duties

Is it the intent of the IRS, if possible, to utilize the EDD handler at a 'Guard Post' when his EDDT obligations and required operational duties are complete?

If so, the IRS would be paying in excess of the normal guard 'pay scale' and would be under utilizing the asset resource that is the intended source of the designated payment. Also, high visibility of an EDDT is a force multiplier which increases and enhances the security force profile and projects a superior resource and acts as a more substantial deterrent. These advantages would be lost if the EDD handler is placed on a 'post'. Also, being on a 'Guard Post' could clearly inhibit his timely 5 minute "incident response" at mandated in the Section 3, Paragraph 3.8.1.

Response: See item above #12

18. 3.5. The Contractor is required to follow the procedures established at the Fresno IRS Campus, Post Order 24, for the inspection of the following type of vehicles, which include: passenger vehicles, cars, trucks, vans and buses, tractor trailer cargo trucks, water and fuel tanker trucks, closed box container trucks, garbage trucks, dump trucks, concrete mixers/trucks and recreational vehicles, etc. Additionally, the contractor is required to follow established procedures for conducting building inspections, perimeter patrols and package inspections. These inspection procedures are to be followed to allow for the most expedient and safe review of potentially explosive articles. (Exhibit 27) During searches of vehicles and other areas the EDDT other areas the EDDT should approach from the down-wind flank and conduct a search around the vehicle or suspected area. If a vehicle is searched, the EDDT will position itself within one-foot of the cargo door before the door is opened and while it is opened in hopes of immediate detection of any potential exiting explosive odors in the truck cargo area.

The searching of large profile vehicles (LPV) is different than the search of an automobile. In a brisk wind a target odor maybe detected by the EDD up to six feet away from the body of a large profile vehicle and when the EDD penetrates that distance he will often times enter an area where scent is not as predominant due to the wind current vortexes generated by the configuration of the LPV.

Although the EDDT deployment method is not incorrect as stated n the SOW, we feel that a good viable alternative exists to on how to search a large profile vehicle.

The deployment method as stated in Section 3. Paragraph 3.5, while good in some circumstances may not be the best method in all circumstances. Would it be possible for the EDDT to position itself on the 'seam' of the cargo door, prior to opening? Searching the seam prior to opening and then opening the cargo door slowly would be a preferred method to having the dog one foot away and then opening the cargo door in an uncontrolled manner. The potential for a faint odor to be missed increases with distance from the source of the odor to the distance of the EDD in a situation where a seam is part of the defined search area.

Response: Procedures such as this are negotiable. Best practices are living documents and if a mutual agreement is made between the government and the contractor, procedures can be modified to benefit both parties.

19. 3.8.1. The EDDT shall respond immediately after notification that a bomb threat exists or a suspicious package is identified. If the on-duty EDDT is located on-site at the time of notification, response to the incident location shall be within 5 minutes from the time of notification. If the EDDT is located off-site, response to the incident location shall be within 30 minutes from the time of notification. Response to the site will be under the same restrictions established by legal statute of the law for the State of California for private citizens. The contractor will comply with all established speed limits and traffic laws while responding. TIRWR-04-R-00019 Amendment 0002 Dated August 26, 2004

Q - Are the K-9's required to respond in 30 minutes on Sundays?

Answer: " Yes in an emergency we expect an officer to respond quickly within 30 minutes, however, we are understand travel distances vary so time response may vary".

Q - Is it accurate to interpret the 0002 Amendment dated 8/26/04 to state that the canine team must *initiate* response within 30 minutes of notification and thereafter to be on-site within

unspecified reasonable time period which could extend past 30 minutes, possibly to include up to an additional thirty minutes.

We feel under all circumstances a 30 minute response with a grace period of an additional thirty minutes would assure compliance. This is not to state that a EDDT has up to an hour in each and every circumstance. It would mean that an EDDT must respond in a safe and timely fashion each and every time and to arrive on site ASAP, but in all circumstances no longer than 60 minutes from time of notification of required response.

At a peak commute traffic time it may not be feasible, safe or even possible to complete a response from time of notification to being on site within thirty minutes. If this requirement is meant to initiate a response within thirty minutes of notification and to arrive on site in a safe and timely manner as soon as reasonable thereafter, the 30 minute rule prudent.

If the interpretation is that the EDDT must be on site within 30 minutes of notification it will be necessary to have an EDDT on paid 'stand by' during non coverage hours. This option is available but would add a substantial increase in the overall cost of the contract. By allowing a stated leniency in Section 3, Paragraph 3.8.1., compliance within the 'spirit' of the response requirement can be achieved and at the same time can mitigate unnecessary increases to the performance costs of the contract.

Response: Response time will be judged on several variables. Distance from the incident, unforeseen conditions (traffic, trains, weather, etc.). At our most distant offsite location, travel time would obviously take longer and possibly up to one hour. However, in normal conditions, travel time to the main complex should be obtainable within or near a 30 minute response time. A longer period of time will not be used in the language of the contract to avoid an interpretation leading to even longer delays for response.

20. 4.0. QUALIFICATIONS OF CANINE HANDLER AND CANINE

4.2. Each canine handler must have a minimum one year of documented successful experience in security, law enforcement, military service, or commercial or industrial guard service. Additionally, each canine handler must have a minimum of one year of documented successful experience as a Certified EDD handler. Copies of the Guard Certification and K-9 EDDs and handlers Course Certification must be provided to the COTR who will maintain a file copy at all times during the contract period. EDD handlers must meet all other aspects of the Contracted Guard qualifications and requirements as well as arming, use of force and other initial and annual training and certification requirements in accordance with state and IRS laws and requirements for regular guards (non-EDD handlers).

Q - Section 3.7.1 states in part **"If the contractor is unable to provide the required supplemental coverage timely, and at a fair and reasonable price, the Government reserves the right to solicit other vendors for this supplemental coverage."** In the event emergency supplemental coverage is required, will the EDD handlers need to be in compliance with all aspects of Section 4, Paragraph 4.2, or could the requirements be waived in order to provide the necessary coverage dictated by the exigent circumstances?

Response: Not sure how to answer this question. At the onset of the contract the EDDT must have their canine training and certificates, however, the guard certificates and weapons training could be acquired after contract award.

21. 6.0. QUALITY ASSURANCE

6.1.1.1. Utilize EDD for explosive detection no longer than 45 minutes of each hour scheduled for EDDT services if in a climate controlled, cool and comfortable facility out of the elements. However, in hot and humid climates, where the dog is working outside and beyond the duration of a canines normal ability to properly perform will decrease to possibly as low as 20 minutes per hour before a rest and water is necessary. . Each EDD must be provided ample opportunity for rest; shade (if working outside), water consumption (re-hydration); and/or be active outside the parameters of their EDD responsibilities during the remaining 15-minute period.

During peak season, EDDs will not work more than 8 hours. They will have to depart the facility and may return after 8 hours has passed. During non-peak season, EDDs may work a 12 hour shift provided there is ample time for breaks every 45 minutes and water / food as necessary.

Q - In the event during either peak season or non-peak season a EDD handler worked a twelve hour shift, it would be necessary for the handler to have a second certified canine to pair with since an EDD cannot work more than 8 hours (peak-season). If this were to be implemented could the first EDD which has worked the first 8 hours, remain on premises in a safe and secure environment while the remainder of the 12 hour shift is completed and depart with the handler at the completion of the 12 hour shift?

Response: Yes. Two canines can be on site together during a 12 hour shift. However, the canine cannot be on duty longer than 8 hours, and must depart after 12 hours for a quality resting period. Past experience shows that canines cannot get their proper rest or exercise while at the campus due to noise and disruptions.

22. There appears to be a conflict between paragraphs 3.4 and 2.3 of the SOW. To be able to provide service to search the mail trucks at times listed in 2.3, with only 12 hours service authorized per day, there will be times of the business day when no EDD service will be available. Additionally, the solicitation requires EDDTs to search all common carriers making deliveries.

QUESTIONS: 1) Can the number of hours be extended from 12 to 16 per day? Or, 2) Can there be some established priority of searches so that higher priority vehicles are searched and lesser priority vehicles can be skipped?

Response: See question above #16

23. Amendment #002 states that, if there is no EDDT on-duty, the contractor is expected to maintain a 30-minute emergency response during non-duty hours on a 24/7 basis. To comply, and keep an EDDT on "hot" standby anytime there is no EDDT on-duty at the IRS facility, will require the (additional) team to be paid under the California Labor Code.

QUESTION: Is it really IRS' intent to require offerors to have an EDDT on standby to meet the 30-minute response time during times when an EDDT is not on duty, keeping in mind that labor

law will require personnel on standby to be paid? Doing this will add almost an additional 5,000 hours of canine support to the contract.

Response: There are other options to how the canine officers are paid that will not negatively impact labor laws.

24. Must subcontractors submit an organizational chart?

Response: It is up to the offeror to provide sufficient information in their proposal to adequately articulate their ability to perform.